

CONFIDENTIAL SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASES

This Settlement Agreement (hereinafter referred to as “Agreement”), is entered into by and between Ken Yarbrough, on behalf of himself, his heirs, executors, administrators, legal representatives and assigns (hereinafter referred to collectively as “Yarbrough”) and True American Classic, Inc., Solid Rock Productions, Inc. and Earnest Lee, and their respective present, past, and future affiliates, predecessors, heirs, successors, parents, subsidiaries, assigns, insurers, and each and every one of their respective owners, shareholders, servants, officers, directors, employees, agents, principals, relatives, representatives, beneficiaries, alter egos, and attorneys (hereinafter referred to collectively as “The Released Parties”). Throughout this Agreement, Bailey and The Released Parties shall collectively be referred to as the “Parties.” This Agreement shall not in any way be construed as an admission by The Released Parties of any violation of any law or any other liability including common law liability to Bailey.

WHEREAS, Yarbrough was employed by The Released Parties; and

WHEREAS, Yarbrough has alleged unlawful employment practices in violation of federal law against The Released Parties, allegations which the Released Parties vehemently deny;

NOW WHEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Released Parties agree to pay the total amount of ***Five Thousand Nine Hundred Ninety-Four Dollars (\$5,294.00)***, inclusive of attorneys’ fees and costs, allocated as follows:

A. A check in the amount of \$ 2,874.00 made payable to KEN YARBROUGH representing alleged unpaid overtime wages and alleged liquidated damages to be issued and delivered no later than January 31, 2015;

B. A check in the amount of \$2,420.00 made payable to The Sharman Law Firm LLC representing attorney's fees and costs to be issued and delivered February 28, 2015.

The settlement payments described above will be due in Plaintiff's counsel's office (c/o Paul J. Sharman, The Sharman Law Firm, LLC, 11175 Cicero Drive, Suite 100, Alpharetta, GA 30022) by each respective date listed above.

2. Yarbrough agrees that this is a disputed claim and represents that upon receipt of all of the above mentioned funds, he will have been paid in full for all hours worked while employed with Released Parties, including any overtime hours worked while in any non-exempt job position, and will have released all claims under the Fair Labor Standards Act.

3. By entering into this Agreement, no Party admits any liability, fault or wrongdoing.

4. Yarbrough agrees not to apply for, solicit, seek or otherwise attempt to obtain or accept employment with, or to provide services in any manner to, the Released Parties. Yarbrough further agrees that the Released Parties shall not be under any obligation to employ or contract with him and that, should any application be made by him, the Released Parties shall not have any obligation to process that application or to hire him and that the failure to process the application or to hire him shall not constitute a violation of any local, state or federal law. If any prospective employer contacts The Released Parties regarding Yarbrough, The Released Parties

will give a neutral reference indicating only Yarbrough dates of employment, pay rate and position.

5. **Confidentiality**. Except where compelled by law, the parties agree not to disclose or publicize the terms or existence of this Agreement to anyone other than their spouse(s), attorney(s) and tax advisor(s) or accountant(s), all of whom shall be notified of this limitation and agree to be bound by the terms of these agreements prior to discussion of these matters. If asked about this matter by anyone else, Yarbrough agrees only to state that he has elected not to pursue the matter further.

6. **Non-Disparagement**. No Party shall make or publish or instigate the making Bailey or publication of any statement (in verbal, written or electronic or other form) disparaging of the other Parties, their products, services, affairs or operations or their past or present directors, officers, employees, shareholders, owners or agents whether or not such disparagement constitutes libel or slander.

7. Each party shall be responsible for payment of their own attorneys' fees and costs, except as provided in Paragraph 1.

8. Yarbrough represents and warrants that he is authorized to enter into and that he has the authority to perform the terms of this Agreement. Yarbrough represents and warrants that he has not sold, assigned, transferred, conveyed or otherwise disposed of all or any portion of the Released Claims.

9. If any provision of this Agreement or the application thereof to any party or circumstances shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic copies of the executed Agreement shall have the same force and effect as an original copy.

11. This Agreement is binding on each of the parties and their respective heirs, successors and assigns.

12. In the event any Party breaches this Agreement, the non-breaching Party shall be entitled to enforce all provisions of this Agreement in Court seeking Bailey all remedies available to it both in law and equity. The prevailing Party shall be entitled to recover its attorneys' fees and costs incurred in any proceeding to enforce this Agreement, including all fees and costs through all appeals.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its choice of laws or conflict of laws principles.

14. Except as expressly provided herein, the parties represent and warrant that in executing this Agreement, they do not rely upon and have not relied upon any oral or written representation, promise, warranty or understanding made by any of the parties or their representatives with regard to the subject matter, basis or effect of this Agreement.

15. The parties acknowledge that each party has participated in the drafting of this Agreement and each has had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that the party drafted the ambiguous language.

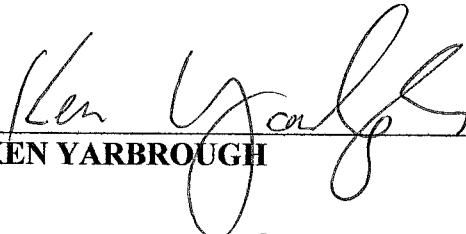
16. The parties acknowledge and assume the risk that additional or different facts which they believe to exist may now exist or may be discovered after this Agreement has been

entered into. The parties agree that any such additional, different or contrary facts shall in no way limit, waive, affect or alter this Agreement.

17. Yarbrough acknowledges that he has been advised to consult an attorney prior to signing this agreement. Yarbrough understands that whether or not he consults with an attorney is his decision. In this respect, Yarbrough has consulted with and been advised by Paul J. Sharman, Esquire in this matter, who has explained to him all of his options in connection with this Agreement.

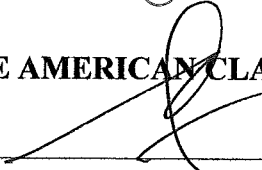
18. This Agreement, consisting of six (6) pages, is freely and voluntarily entered into by the parties. The parties acknowledge that they have read this Agreement and that they understand the words, terms, conditions and legal significance of this Agreement. This Agreement may be executed in counter-parts and electronic and facsimile copies shall be treated as originals.

Date: 1-30-2015



KEN YARBROUGH

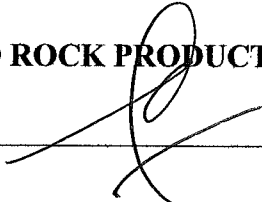
Date: 1/26/15

TRUE AMERICAN CLASSIC, INC.


Sign:

Print Name: EARNEST LEE
Representative of True American Classic, Inc.

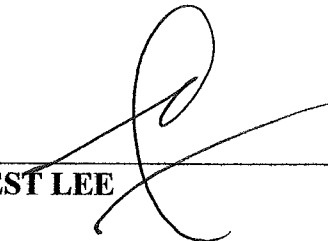
Date: 1/26/15

SOLID ROCK PRODUCTIONS, INC.


Sign:

Print Name: EARNEST LEE
Representative of Solid Rock Productions, Inc.

Date: 1/26/15


EARNEST LEE